

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO (YOUNGSTOWN)**

RONALD C. NELSON, et al., : CASE NO. 4:08-cv-01871

Plaintiffs, : JUDGE JAMES S. GWIN

v. :

TRANS UNION LLC, et al. :

Defendants. :

**DEFENDANT ASSET ACCEPTANCE LLC'S
ANSWER TO PLAINTIFFS' COMPLAINT**

Now comes Defendant Asset Acceptance, LLC ("Defendant"), by counsel, and for its Answer to Plaintiffs' Complaint, provides as follows:

FIRST DEFENSE

1. Defendant is without sufficient knowledge to form a belief as to the truth of the allegations contained in paragraph 1 of the Complaint, and therefore denies said allegations.
2. Defendant is without sufficient knowledge to form a belief as to the truth of the allegations contained in paragraph 2 of the Complaint, and therefore denies said allegations.
3. Defendant is without sufficient knowledge to form a belief as to the truth of the allegations contained in paragraph 3 of the Complaint, and therefore denies said allegations.
4. Admitted that under certain circumstances Defendant may be a "debt collector" as that term is defined in the Fair Debt Collection Practices Act. Further admitted that Defendant is a foreign limited liability company doing business in the state of Ohio. All other allegations contained in paragraph 4 of the Complaint are denied.
5. Defendant is without sufficient knowledge to form a belief as to the truth of the allegations contained in paragraph 5 of the Complaint, and therefore denies said allegations.
6. Defendant is without sufficient knowledge to form a belief as to the truth of the allegations contained in paragraph 6 of the Complaint, and therefore denies said

allegations.

7. Admitted that Defendant furnished information regarding Plaintiff Elizabeth Nelson to credit reporting agencies. Further admitted that Plaintiff Elizabeth Nelson telephoned Defendant. Defendant denies the remaining allegations in paragraph 7 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of all other allegations contained in paragraph 7 of the Complaint, and therefore denies said allegations.
8. Defendant denies the allegations in paragraph 8 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 8 of the Complaint, and therefore denies said allegations.
9. Defendant denies the allegations in paragraph 9 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 9 of the Complaint, and therefore denies said allegations.
10. Defendant denies the allegations in paragraph 10 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 10 of the Complaint, and therefore denies said allegations.
11. Defendant denies the allegations in paragraph 11 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 11 of the Complaint, and therefore denies said allegations.
12. Defendant denies the allegations in paragraph 12 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 12 of the Complaint, and therefore denies said allegations.
13. Defendant denies the allegations in paragraph 13 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 13 of the Complaint, and therefore denies said allegations.
14. Defendant denies the allegations in paragraph 14 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 14 of the Complaint, and therefore denies said allegations.

15. Defendant denies the allegations in paragraph 15 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 15 of the Complaint, and therefore denies said allegations.
16. Defendant denies the allegations in paragraph 16 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 16 of the Complaint, and therefore denies said allegations.
17. Defendant denies the allegations in paragraph 17 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 17 of the Complaint, and therefore denies said allegations.
18. Defendant denies the allegations in paragraph 18 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 18 of the Complaint, and therefore denies said allegations.
19. All allegations incorporated by reference in paragraph 19 of Plaintiffs' Complaint are admitted and denied in the same manner and to the same extent as said allegations are otherwise admitted and denied herein.
20. Defendant denies the allegations in paragraph 20 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 20 of the Complaint, and therefore denies said allegations.
21. Defendant denies the allegations in paragraph 21 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 21 of the Complaint, and therefore denies said allegations.
22. All allegations incorporated by reference in paragraph 22 of Plaintiffs' Complaint are admitted and denied in the same manner and to the same extent as said allegations are otherwise admitted and denied herein.
23. Defendant is without sufficient knowledge to form a belief as to the truth of the allegations contained in paragraph 23 of the Complaint, and therefore denies said allegations.
24. Defendant is without sufficient knowledge to form a belief as to the truth of the allegations contained in paragraph 24 of the Complaint, and therefore denies said allegations.

25. Defendant denies the allegations in paragraph 25 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 25 of the Complaint, and therefore denies said allegations.
26. Defendant admits only to the content of the Consumer Sales Practice Act (“CSPA”). All other allegations contained in paragraph 26 of the Complaint are denied.
27. Defendant admits only to the content of the CSPA. All other allegations contained in paragraph 27 of the Complaint are denied.
28. Defendant denies the allegations in paragraph 28 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 28 of the Complaint, and therefore denies said allegations.
29. Defendant denies the allegations in paragraph 29 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 29 of the Complaint, and therefore denies said allegations.
30. Defendant denies the allegations in paragraph 30 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 30 of the Complaint, and therefore denies said allegations.
31. Defendant denies the allegations in paragraph 31 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 31 of the Complaint, and therefore denies said allegations.
32. Defendant denies the allegations in paragraph 32 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 32 of the Complaint, and therefore denies said allegations.
33. All allegations incorporated by reference in paragraph 33 of Plaintiffs’ Complaint are admitted and denied in the same manner and to the same extent as said allegations are otherwise admitted and denied herein.
34. Defendant admits only to the content of the Fair Credit Reporting Act (“FCRA”). All other allegations contained in paragraph 34 of the Complaint are denied.
35. Defendant is without sufficient knowledge to form a belief as to the truth of the allegations contained in paragraph 35 of the Complaint, and therefore denies said allegations.

36. Defendant is without sufficient knowledge to form a belief as to the truth of the allegations contained in paragraph 36 of the Complaint, and therefore denies said allegations.
37. Defendant is without sufficient knowledge to form a belief as to the truth of the allegations contained in paragraph 37 of the Complaint, and therefore denies said allegations.
38. Defendant admits only to the content of the FCRA. All other allegations contained in paragraph 38 of the Complaint are denied.
39. Defendant denies the allegations in paragraph 39 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 39 of the Complaint, and therefore denies said allegations.
40. Defendant denies the allegations in paragraph 40 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 40 of the Complaint, and therefore denies said allegations.
41. Defendant denies the allegations in paragraph 41 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 41 of the Complaint, and therefore denies said allegations.
42. Defendant denies the allegations in paragraph 42 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 42 of the Complaint, and therefore denies said allegations.
43. Defendant admits only to the content of the FCRA. All other allegations contained in paragraph 43 of the Complaint are denied.
44. Defendant admits only to the content of the FCRA. All other allegations contained in paragraph 44 of the Complaint are denied.
45. Defendant admits only to the content of the FCRA. All other allegations contained in paragraph 45 of the Complaint are denied.
46. Defendant denies the allegations in paragraph 46 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 46 of the Complaint, and therefore denies said allegations.

47. Defendant denies the allegations in paragraph 47 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 47 of the Complaint, and therefore denies said allegations.
48. Defendant denies the allegations in paragraph 48 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 48 of the Complaint, and therefore denies said allegations.
49. Defendant denies the allegations in paragraph 49 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 49 of the Complaint, and therefore denies said allegations.
50. Defendant admits only to the content of the FCRA. All other allegations contained in paragraph 50 of the Complaint are denied.
51. Defendant denies the allegations in paragraph 51 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 51 of the Complaint, and therefore denies said allegations.
52. Defendant denies the allegations in paragraph 52 of the Complaint to the extent that the allegations relate to this Answering Defendant. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 52 of the Complaint, and therefore denies said allegations.
53. All other allegations of the Complaint not otherwise specifically admitted or denied herein are denied.

ADDITIONAL DEFENSES

1. Plaintiffs failed to state a claim upon which relief can be granted.
2. At all times Defendant acted in good faith.
3. Defendant did not make any false or misleading representation to Plaintiff or anyone else.
4. Plaintiffs did not justifiably rely upon any alleged false or misleading representation.
5. Plaintiffs failed to mitigate any damages which they may have suffered, if any.
6. If Plaintiffs were injured or damaged, any and all such injury or damage was not foreseeable by Defendant.

7. Plaintiffs have suffered no compensable damages.
8. At all pertinent times, Defendant acted in good faith reliance on the information provided by other entities not under the control of Defendant.
9. Any violation of law by Defendant, which is specifically denied, was not intentional and resulted from a bona fide error notwithstanding the maintenance of procedures reasonably adapted to avoid any such error.
10. If Plaintiffs were injured or damaged, any and all such injury or damage was as a proximate result of the acts and/or omissions of persons and/or entities not under the control of Defendant.
11. All actions taken by Defendant were in compliance with all laws, were privileged, and absolutely privileged.
12. Plaintiffs' claims are barred by the applicable statutes of limitations.
13. Although Plaintiffs are not entitled punitive damages, any such award that is excessive would run afoul of the Due Process Clauses of both the Constitution of the United States and the State of Ohio

WHEREFORE, Defendant requests that this Court dismiss Plaintiffs' Complaint at Plaintiffs' cost, and that Defendant be awarded reasonable attorney fees and costs as provided for under applicable law.

Respectfully submitted,

SURDYK, DOWD & TURNER CO., L.P.A.

s/John P. Langenderfer
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Trial Attorneys for Defendant
Asset Acceptance, LLC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Answer was filed and served on August 12, 2008, via the Court Clerk's CM/ECF system which will provide to the following:

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The undersigned hereby certifies that a copy of the foregoing Answer was served on August 12, 2008, via regular U.S. Mail, upon the following

AFNI, Inc.
C/O Statutory Agent
Ct Corporation System
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Cleveland, OH 44114
Co-Defendant

s/John P. Langenderfer
John P. Langenderfer (0079094)